



**The Comptroller General  
of the United States**

Washington, D.C. 20548

## Decision

**Matter of:** Adrian Supply Co.

**File:** B-235352

**Date:** August 2, 1989

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### DIGEST

Where request for quotations issued under small purchase procedures did not contain a late quotations provision but substantial activity had transpired in evaluating quotations prior to the buyer's receipt of the protester's late quotation, the contracting agency was not required to consider the late quotation.

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### DECISION

Adrian Supply Co. protests the Defense Electronics Supply Center's (DESC) rejection of its quotation as late under request for quotations (RFQ) No. DLA900-89-T-H057 for the Resistor Assortment.<sup>1/</sup>

We deny the protest.

The RFQ was issued under small purchase procedures on January 30, 1989, without a late quotations clause. Quotations were due on February 20, a Federal holiday. On February 22, 2 days after the due date for quotes, the DESC buyer initiated the award process by evaluating the two quotations she had received in response to the RFQ and forwarding DESC Form 800 (a form used for preparing the actual purchase order) to the contracting officer for approval. The buyer had not yet received a quotation from Adrian at that time. Since both of the quotations received were competitive and the procurement history revealed that the quotations were comparable to the previous award prices for this item, the contracting officer concurred, on February 22, with the buyer's decision to issue a purchase order to the firm which had submitted the lower quotation, Whitehead. The purchase order was issued to Whitehead on March 2. On April 19, Adrian was notified that its

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<sup>1/</sup> The Resistor Assortment is a cabinet with 900 carbon composition resistors with 160 different resistance values.

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quotation had not been received by the buyer in time for consideration for award. Adrian then protested DESC's failure to consider its quote to our Office.

Adrian claims that DESC's determination that its quotation was late, based on the buyer's receipt of it after she had prepared an award form rather than DESC's mailroom's receipt of it 1 day prior to the evaluation of quotations, is arbitrary and constitutes a deliberate effort on the part of DESC to disqualify timely offerors.

The record reflects that DESC processes and awards approximately 140,000 small purchases per year, or more than 500 small purchases each working day. In order to handle this volume of purchases, DESC uses a computerized system to generate and maintain vendors lists for a multitude of items, as well as for issuing the initial RFQs and resulting purchase orders. DESC reports that there are a number of stages in each procurement, many of which are handled by clerical employees located in different sections of the purchasing activity, as well as by the buyer and the contracting officer. While Adrian's quotation was received in the mailroom on February 21, DESC reports that the quotation was not delivered to the buyer until February 22. By the time DESC's buyer received Adrian's quotation, the buyer had already examined the quotations she had received earlier, determined that Whitehead should receive award, and forwarded the DESC Form 800 to the contracting officer for approval. DESC points out that the envelope containing Adrian's quotation bears the buyer's hand-written notation of the purchase order assigned to the RFQ. According to DESC, the buyer would normally have marked the envelope in that manner to indicate that evaluation and award preparation had already begun prior to the buyer's receipt of Adrian's quotation.

We have consistently held that language requesting quotations by a certain day cannot be construed as establishing a firm closing date for the receipt of quotations, absent a late quotations provision expressly providing that quotations must be received by that date to be considered. Instruments & Controls Serv. Co., 65 Comp. Gen. 685 (1986), 86-2 CPD ¶ 16. Rather, under those circumstances the contracting agency has merely indicated to offerors when the award is anticipated to be made, and therefore should consider any quotations received prior to award if no substantial activity has transpired in evaluating quotations. See CMI Corp., B-211426, Oct. 12, 1983, 83-2 CPD ¶ 453.

Here, we find that DESC was not required to consider Adrian's quotation. The buyer had already begun the award process by the time she actually received Adrian's quotation. Specifically, the buyer had examined the quotations already received, prepared an abstract, decided that a purchase order should be issued to Whitehead, and forwarded DESC Form 800 to the contracting officer for approval. In our view, substantial activity in evaluating offers and processing award had already occurred before the buyer was even aware that a quotation had been submitted by Adrian; as a result DESC was not required to consider Adrian's quotation. See CMI Corp., B-211426, supra.

Moreover, because DESC has so many small purchases to process on any given day, we believe it would be unnecessarily burdensome to require DESC buyers to retrieve procurement files that are already in the process of being awarded and to reconsider their award decisions whenever a quotation is received after the award process has been initiated. In our view, the general need for orderly and expeditious fulfillment of the agency's requirements precludes disturbing a small purchase award under the circumstances, absent a showing of a conscious or deliberate attempt by agency personnel to prevent selection of an offeror. See R.E. White & Assocs., Inc., B-205489, Apr. 1, 1982, 82-1 CPD ¶ 294. No such showing has been made here.

Adrian argues that DESC should be required to consider its quotation since it was received in DESC's mailroom on February 21, the date the buyer began processing the award; any delay in delivering the quotation to the buyer at that point, Adrian contends, was due to the agency's actions, not its own.

The RFQ specifically notified potential vendors that their quotations were due by February 20 and that failure to submit a quotation by that date "may result in your quotation not being considered for award." We believe this language clearly warned vendors of the potential consequence of submitting a quotation after the due date. Further, we have consistently held that an offeror bears the responsibility for ensuring that its offer is received in time to be considered for award. See General Atomic Co., B-202165, May 27, 1981, 81-1 CPD ¶ 415.

Here, Adrian waited until less than a week before the due date to mail its quotation. In addition, Adrian did not request that DESC either extend the due date beyond the holiday or inform the agency that its quotation had been mailed. Moreover, in view of the volume of mail handled by DESC's mailroom, we do not find unreasonable the 1-day delay

between receipt of Adrian's quotation in the mailroom and delivery to the buyer. In these circumstances, we think that Adrian must bear the primary responsibility for receipt of its quotation by the buyer after substantial activity toward award had been accomplished.

Adrian also argues that DESC's procedure unfairly favors local vendors who can hand deliver quotations to the buyer, thus avoiding the delay attendant to delivery between the agency's mailroom and the buyer. As a preliminary matter, we note that out-of-town vendors like Adrian can use overnight messenger delivery services to accomplish hand delivery of quotations to the same extent as local vendors. Moreover, we see no basis to require the agency to delay processing the large number of awards made daily simply to accommodate different vendors' particular circumstances.

The protest is denied.



James F. Hinchman  
General Counsel